

REMARKS

Claims 2-9, 11-18 and 29-32 are pending and have been finally rejected. Independent claims 9 and 29 have been amended to clarify that the claimed methods are directed to eliminating fraudulent charge-backs, and as such, necessarily include a determination that the user asserts that he did not request membership in the destination site, contrary to the request as provided in step a). Accordingly, all pending claims are presented for further consideration in view of the foregoing amendments and the remarks that follow.

Claims 2-9, 11-18 and 29-32 are pending and have been finally rejected. Of these, claims 6, 7, 9, 16-18, 29, 31 and 32 stand rejected over Richey et al. ("Richey") in view of Dunn et al. ("Dunn"), both newly cited. Richey discloses a method and system for facilitating electronic dispute resolution. Dispute groups resolvable according to Richey include, inter alia, "non-receipt of goods or services." Richey does not appear, however, to specifically suggest resolution of disputes pertaining to requests for membership in a destination site on a network (as opposed to an affiliate site) that are specifically associated with provision of a tangible good to the user who requests membership in the destination site.

Dunn fails to provide the teachings missing from Richey. Dunn pertains to revenue sharing systems, in which an end user (i.e., a user) visit a "sharer's" site (i.e., an affiliate site), accesses a "merchant" maintaining a "client's site" (i.e., a destination site), and purchases intangible goods, including intangible services such as access to members-only Internet web pages (Figures 1, 3, paragraph 0026). One or more "sharers" benefit from the foregoing transaction by receiving a portion of the revenue generated by the transaction (paragraph 0027). Thus, the disclosed methods appear to be directed to transactions involving intangible goods or services, and to schemes for sharing revenues generated by such transactions. Dunn does mention that the merchant may also offer sales of tangible goods (ibid.). However, Dunn does not appear to disclose, suggest or contemplate providing to the user, not only the requested membership in a destination site (i.e., access to members-only Internet web pages), but also a tangible good *associated with that requested membership*, as opposed to a tangible good *independently offered for sale* by the merchant's site. Still less does Dunn suggest or motivate such an association as an improved method for preventing fraudulent charge-backs, as presently claimed. Therefore, the proposed combination of references could not have suggested to one of ordinary skill the subject matter of claims 9 and 29, or any claims dependent thereon. For this reason alone, the present claims cannot have been rendered obvious by the combined references, and withdrawal of the rejection based thereon is respectfully requested.

With further respect to claims 6 and 16, the PTO urges that Dunn (paragraph 0159) discloses periodic provision of a tangible good. Applicants respectfully submit, however, that neither paragraph 0159, nor Figure 16 referenced therein, disclose provision of any tangible good. Rather, the cited disclosure appears only to describe a conversion and retention table 1602 that includes information pertaining to a merchant and how effectively that merchant has retained subscribers over successive periods. Thus, the cited references further fail to suggest periodic provision of a tangible good to a user who has requested membership in the destination site.

Claims 2-5 and 11-15 stand rejected under 35 USC 103(a) as unpatentably obvious over Richey and Dunn, as above, and further in view of Guerreri, of record. Claims 8 and 30 similarly stand rejected over Richey and Dunn, and further in view of Feathers et al. ("Feathers"), also of record. The inadequacies of Richey and Dunn have been discussed previously. Neither Guerreri nor Feathers can compensate for these inadequacies, since the additional secondary references nowhere appear to disclose, suggest or otherwise motivate the association of shipment of a tangible good with a user's request for membership in a destination site. Accordingly, the foregoing combination of references must fail to render obvious any of claims 2-5, 11-15, 8 or 30. Withdrawal of the rejection on this basis is earnestly solicited.

In view of the amendments to the claims and the foregoing remarks, it is submitted that all present claims are in condition for allowance. Should the Examiner have any questions, he is invited to contact the undersigned at the telephone number indicated.

Respectfully submitted,


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